

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION IX

IN THE MATTER OF:

CASMALIA RESOURCES HAZARDOUS
WASTE MANAGEMENT FACILITY
Santa Barbara County, California

Respondents

ABB Vetco Gray Inc.;
Aerochem, Inc.;
Aerojet General Corporation;
Atlantic Richfield Company (ARCO);
Caspian Inc.;
Chevron Corporation;
City of Los Angeles;
Department of Water & Power of the City of
Los Angeles;
City of Los Angeles Harbor Department;
Department of Airports of the City of Los Angeles;
City of Oxnard;
Clairol, Inc.;
Coastal Oil & Gas Corporation;
Conoco Inc.;
County of Los Angeles;
Deutsch Company;
The Dow Chemical Company;
Everest & Jennings International;
Exxon Corporation;
Gemini Industries, Inc.;
General Dynamics Corporation;
General Electric Company;
General Motors Corporation;
Hughes Aircraft Company, and its subsidiaries;
Lever Brothers Company;
Lockheed Martin Corporation;
McDonnell Douglas Corporation;
Mobil Oil Corporation;
New VICI, Inc. (for Gonzales/Monterey Vineyard);

ADMINISTRATIVE ORDER ON PETITIONS
CONSENT FOR REMOVAL
RESPONSE ACTIVITIES

U.S. EPA Region IX
CERCLA
Docket No. 96-11

Proceeding Under Section
106(a) of the Comprehensive
Environmental Response,
Compensation, and Liability
Act, as amended, 42 U.S.C.
§ 9606(a)

Northrop Grumman Corporation;
Oil & Solvent Process Company;
Pacific Gas & Electric Company;
Pacific Offshore Pipeline Company;
The Proctor & Gamble Manufacturing Company;
Reynolds Metals Company;
R.G.G.L. Corporation;
Rhone-Poulenc Inc.;
Rockwell International Corporation;
Rohr, Inc. (formerly Rohr Industries, Inc.);
Romic Environmental Technologies Corporation;
Shell Oil Company;
Shipley Company, Inc.;
Southern California Gas Company;
Southern Pacific Transportation Company;
Square D Company;
Teleflex Incorporated;
Texaco Inc.;
Todd Pacific Shipyards Corp.;
Union Oil Company of California, Inc. (Unocal);
Union Pacific Resources Company;
Union Pacific Railroad Company;
USPCI for Solvent Service;
Zeneca Inc.;
Zycon Corporation.

ADMINISTRATIVE ORDER ON CONSENT

WHEREAS, on September 17, 1996, the United States, on behalf of the U.S. Environmental Protection Agency, and the Respondents lodged a consent decree in the United States District Court for the Central District of California captioned United States v. ABB Vetco Gray Inc., et al. The Consent Decree requires the Respondents and the United States to undertake certain actions set forth in the Consent Decree and the Statement of Work related to the remediation, closure, and maintenance of the Casmalia Resources Hazardous Waste Management Facility ("Casmalia Site" or "Site"); and

WHEREAS the Respondents have agreed, under the Consent Decree, to commence the Work at the Casmalia Site prior to the entry of the Consent Decree by the Court; and

WHEREAS the period of performance prior to entry could extend up to, but not longer than, one year from the date of lodging of the Consent Decree; and

WHEREAS, the Respondents and EPA wish to have an administrative agreement in place during the period between lodging and entry of the Consent Decree agreement;

NOW, THEREFORE, IT IS ORDERED as follows:

I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Order on Consent ("Order") is entered into voluntarily by the United States Environmental Protection Agency ("EPA") and the entities listed in Appendix B hereto (Collectively referred to herein as "Respondents") pursuant to the authority vested in the President of the United States by Sections 106(a) and 122(a) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9606(a) and § 9622(a), as amended, and delegated to the Administrator of the EPA by Executive Order No. 12580, January 23, 1987, 52 *Federal Register* 2923. This authority was further delegated to the Regional Administrators by EPA Delegation No. 14-14-C, and was further delegated to the Director of the Hazardous Waste Management Division, Region IX, by Region IX Delegations 1290.41 and 1290.42.

2. As set forth herein, this Order requires Respondents to perform certain response actions at the Casmalia Site prior to the entry of the Consent Decree lodged with the Court in this matter on September 17, 1996.

3. On September 5, 1996, prior to the issuance of this Order, EPA notified the

Office of the Attorney General for the State of California and the State of California

Department of Toxic Substances Control that EPA would be issuing this Order pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

4. Respondents participation in this Order shall not constitute or be construed as an admission of liability or of any fact or a waiver of any kind. Respondents agree to comply with and be bound by the terms of this Order. Respondents further agree that they will not contest the basis or validity of this Order or its terms. The United States reserves the right to seek to enforce this Order in any manner authorized by law and Respondents agree not to contest their obligation to perform the Work agreed to under this Order in any such enforcement proceeding. Where provisions of the Consent Decree are incorporated by reference, they are applicable to and enforceable against the Respondents as though the Consent Decree is an entered Order of the Court and as though the Respondents are Settling Defendants.

II. DEFINITIONS

5. Unless otherwise expressly provided herein or in this Consent Decree and SOW, terms used in this Order that are defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601 *et seq.*, as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499, 100 Stat. 1613 (1986) ("CERCLA") or the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901 *et seq.* (also known as the "Resource Conservation and Recovery Act," "RCRA") or in regulations promulgated under CERCLA or RCRA shall have the meanings assigned to them in CERCLA, RCRA, or in such regulations.

6. The "Administrative Order on Consent" or "AOC" or "Order" shall mean this Administrative Order on Consent No. 96-11.

7. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601 *et seq.*, as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499, 100 Stat. 1613 (1986).

8. "Consent Decree" shall mean the Consent Decree, and all appendices attached thereto, entered into by the United States and Respondents and lodged with the Court for its approval in the action styled United States v. ABB Vetco Gray Inc. et al., (C.D. Cal., Filed September 17, 1996).

9. "Day" shall mean a calendar day, unless expressly stated to be a Working Day. "Working Day" shall mean a day other than a Saturday, Sunday, or Federal holiday. In computing any period of time under this Order, where the last day would fall on a Saturday, Sunday, or Federal holiday, the period shall run until the close of business of the next Working Day.

10. "Deliverable" shall mean all submissions and/or milestone events required of the Respondents under Section 4.0 of the Statement of Work at Appendix A hereto, including any additions and modifications to this Section of the Statement of Work made in accordance with the terms of the SOW, the Consent Decree, and this Order.

11. "EPA" shall mean the United States Environmental Protection Agency or its authorized representative(s) and any successor departments or successor agencies of the United States.

12. "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan, dated March 8, 1990 (55 Fed. Reg. 8813), promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605.

13. "Parties" shall mean the signatories to this Order.

14. "Plaintiff" shall mean the United States.

15. "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901 *et seq.* (also known as the Resource Conservation and Recovery Act).

16. "Respondents" shall mean the signatories to this Order identified in Exhibit B hereto.

17. "Site" shall mean generally the Casmalia Resources Hazardous Waste Management Facility, encompassing approximately 252 acres, located approximately 10 miles southwest of Santa Maria and one and a half miles north of Casmalia in Santa Barbara County, California and depicted generally on the map attached to the Consent Decree at Appendix B. Site shall include the areal extent of contamination that is presently located in the vicinity of the Casmalia Facility and all suitable areas in very close proximity to the contamination necessary for the implementation of the response action and any areas to which such contamination migrates.

18. "Statement of Work" or "SOW" shall mean the document appended to and incorporated into this Order, and any modifications and amendments to the SOW made in accordance with this Order, detailing the requirements for performance of the Work. The SOW is attached as Appendix A to this Order.

19. "United States" shall mean the United States of America.

20. "Work" shall mean any or all tasks and activities necessary to perform the Work required pursuant to this Order that is described in the Statement of Work.

III. PARTIES BOUND

21. This Order applies to and is binding upon the United States and upon Respondents and their successors and assigns. Any change in ownership or corporate status, including but not limited to, corporate transfer of assets or real or personal property shall in no way alter Respondents' responsibilities under this Order. Respondents are jointly and severally liable for carrying out all activities required by this Order. Compliance or noncompliance by one or more Respondents with any provision of this Order shall not excuse or justify noncompliance by any other Respondent.

22. Respondents shall provide a copy of this Order to each contractor hired to perform the Work required by this Order and to each person representing any Respondent with respect to the Site or the Work, and shall condition all contracts entered into hereunder upon performance of the Work in conformity with the terms of this Order. Respondents or their contractors shall provide written notice of the Order to all subcontractors hired to perform any portion of the Work required by this Order. Respondents shall nonetheless be responsible for ensuring that their contractors and subcontractors perform the Work contemplated herein in accordance with this Order.

IV. FINDINGS OF FACT

EPA has made the following findings of fact which the Respondents neither admit nor deny:

23. The Casmalia Resources Hazardous Waste Management facility in northern Santa Barbara County, California is an inactive commercial hazardous waste treatment, storage, and disposal facility, which accepted large volumes of hazardous substances from 1973 to 1989. The facility is located on approximately 252 acres.

24. Hazardous waste management units at the Site include or have included: landfills, surface impoundments, shallow injection wells, waste spreading areas, trenches, and a liquid waste neutralization system. The facility ceased operation in 1989, and has not been closed in accordance with state and federal requirements pertaining to the closure and remediation of hazardous waste facilities.

25. There have been and continue to be actual and threatened releases of hazardous substances from the Site.

26. Each of the Respondents arranged for the disposal and treatment of, or arranged with a transporter for the disposal or treatment of, hazardous substances owned or possessed by each Respondent.

27. On September 17, 1996, EPA and Respondents lodged a Consent Decree in the United States District Court, Central District of California captioned United States v. ABB Vetco Gray Inc. et al. The Consent Decree requires the Respondents and the United States to undertake certain actions set forth in the Consent Decree and the SOW relating to the remediation, closure and maintenance of the Casmalia Site.

V. CONCLUSIONS OF LAW AND DETERMINATIONS

28. The Casmalia Site is a "facility" as defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

29. Each Respondent is a "person" as defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

30. Each Respondent is a "liable party" as defined in Section 107(a) of CERCLA, 42 U.S.C. § 9606(a).

31. Certain substances found at the Site are "hazardous substances" as defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

32. The past disposal at and migration of hazardous substances from the facility into the environment are a "release" as defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

33. The potential for future migration of hazardous substances from the facility into the environment poses a threat of a "release" as defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

34. Conditions present at and associated with the facility may present an imminent and substantial endangerment to public health, welfare, and the environment, and the release and/or threat of release of one or more hazardous substances from the facility, if not controlled, may present an imminent and substantial endangerment to the public health or welfare or the environment.

35. The actions required by this Order are necessary to protect the public health, welfare, and the environment, and are not inconsistent with the NCP and CERCLA.

VI. ORDER

36. Based on the foregoing, it is hereby ordered and agreed that Respondents, jointly and severally, shall comply with the following provisions, including but not limited to

all documents or portions of documents incorporated by reference into this Order, and all schedules and deadlines in this Order, attached to this Order, or incorporated by reference into this Order.

VII. WORK TO BE PERFORMED

37. On the Effective Date of this Order, as provided in Paragraph 70, herein, Respondents shall initiate and perform, at their own expense, the Phase I Work pursuant to the terms set forth in the Consent Decree in Section VII (Work To Be Performed) and the SOW attached hereto as Appendix A. Respondents shall not be required to commence any other Work relating to the Casmalia Site pursuant to this Order.

38. Respondents shall obtain and hold any permits or other authorizations, where required, for performing the Work under this Order.

39. Respondents obligation to perform the Work pursuant to this Order shall cease upon termination of this Order.

VIII. PROJECT MANAGER AND COORDINATION

40. Within three (3) days of the Effective Date of this Order, as provided in Paragraph 70 herein, Respondents shall submit to EPA the name of the Project Coordinator they propose to use to implement the Work required under this Order who shall be subject to EPA approval pursuant to the provisions of Section XIII (Project Coordinators) of the Consent Decree.

41. All communications, whether written or oral, from Respondents' Project Coordinator, all Deliverables, and all submissions under Section VII of this Order shall be directed to EPA's Project Coordinator for the Work under this Order. A copy of all written

communications, all Deliverables, and all final submissions shall be sent to the EPA Assistant Regional Counsel for the Casmalia Site.

EPA's Project Coordinator for this Order is:

Karen Ueno, H-3
U.S. Environmental Protection Agency
75 Hawthorne Street
San Francisco, California 94105
(415) 744-2023

EPA's Assistant Regional Counsel for this Order is:

Joanne S. Marchetta, RC-3-4
U.S. Environmental Protection Agency
75 Hawthorne Street
San Francisco, California 94105
(415) 744-1315

Region IX 24-Hour Emergency Number: (415) 744-2000

42. If EPA changes the Project Coordinator, EPA will notify the Respondents' Project Coordinator within three (3) days of such change.

43. EPA's Project Coordinator shall have the authority lawfully vested in a Remedial Project Manager ("RPM") by the National Contingency Plan ("NCP"), 40 C.F.R. Part 300. EPA's Project Coordinator will have the authority granted to it under the NCP to halt any Work required by this Order, and to take any necessary response action. Absence of the Project Coordinator from the Site shall not be cause for Respondents' stoppage of Work unless specifically directed by the Project Coordinator.

IX. ACCESS TO PROPERTY

44. Where action under this Order is to be performed in areas owned by or in

possession of someone other than Respondents, Respondents shall use their best efforts to obtain all necessary access agreements within forty-five (45) days of the date of lodging of the Consent Decree. Respondents shall notify EPA if after using their best efforts they are unable to obtain such agreements. Respondents shall describe in writing their effort(s) to obtain access. EPA may then assist Respondents in gaining access, to the extent necessary to implement the response actions described herein, using such means as EPA deems appropriate.

45. EPA and the Respondents shall coordinate their efforts to obtain access to the Casmalia Site as necessary to implement this Order.

X. OFF-SITE SHIPMENTS

46. All hazardous substances, pollutants or contaminants removed off-site pursuant to this Order for treatment, storage, or disposal shall be treated, stored or disposed of at a facility in compliance, as determined by EPA, with 42 U.S.C. § 9621(d)(3) and 58 *Federal Register* 49200, September 22, 1993.

XI. EMERGENCY RESPONSE AND NOTIFICATION OF RELEASES

47. If any incident, or change in Site conditions, during the actions conducted pursuant to this Order causes or threatens to cause an additional release of hazardous substances from the Site or an endangerment to the public health, welfare, or the environment, the Respondents shall immediately take all appropriate action to prevent or minimize the release or endangerment threatened by the release. The Respondents shall take this action in accordance with all applicable provisions of this Order, including, but not limited to, the Health and Safety Plan. Respondents shall also immediately notify the Project Coordinator

and the Region IX 24-Hour Emergency Number at (415) 744-2000.

48. In the event of any release of a hazardous substance, in addition to notifying the persons identified in Paragraph 41 of this Order, Respondents shall also immediately notify the National Response Center at (800) 424-8802. Respondents shall submit a written report to the EPA Project Coordinator within three (3) days after each release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release. This reporting requirement is in addition to, not in lieu of, reporting under CERCLA Section 103(c) and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. §§ 11001 *et seq.*

49. Nothing in this Section shall be deemed to limit any authority of the United States to take, direct or order all appropriate actions to protect human health and the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances on, at or from the Site.

XII. SUBMISSIONS REQUIRING AGENCY APPROVAL

50. After submission of any Deliverable or other submission that requires approval pursuant to this Order, EPA shall: (1) approve, in whole or in part, the submission; (2) approve the submission upon specified conditions; (3) disapprove, in whole or in part, the submission, directing that the Respondents modify the submission; or (4) any combination of the above.

51. Any disputes with respect to EPA's approval of any Deliverable or other item submitted pursuant to this Order shall be governed by the terms of Section XXI (Dispute

Resolution) of the Consent Decree.

52. All Deliverables or other items required to be submitted to EPA under this Order shall, upon approval by EPA, be enforceable under this Order. In the event EPA approves or requires Respondents to modify a portion of a Deliverable or other item required to be submitted to EPA under this Order, the approved or modified portion shall be enforceable under this Order.

XIII. INDEMNIFICATION, ASSIGNMENT OF RIGHTS, AND INSURANCE

53. Section XVI (Indemnification and Insurance) of the Consent Decree is incorporated herein by reference.

XIV. FORCE MAJEURE

54. Section XX (Force Majeure) of the Consent Decree is incorporated herein by reference.

XV. DISPUTE RESOLUTION

55. Section XXI (Dispute Resolution) of the Consent Decree is incorporated herein by reference.

XVI. COVENANTS

56. In consideration of the actions that will be performed by the Respondents pursuant to this Order, the United States covenants not to sue or to take administrative action against the Respondents pursuant to CERCLA, RCRA, and common law relating to the Work performed pursuant to this Order. These covenants not to sue are conditioned upon the complete and satisfactory performance by the Respondents of the obligations under this Order. These covenants not to sue extend only to the Respondents and do not extend to any other

person(s).

XVII. CONTRIBUTION PROTECTION

57. The Respondents are entitled, as of the Effective Date of this Order, to protection from contribution actions or claims as provided by CERCLA and any other applicable law for matters addressed in this Order.

XVIII. ACCESS TO INFORMATION

58. Section XXVII (Access To Information) of the Consent Decree is incorporated herein by reference.

XIX. RETENTION OF RECORDS

59. Section XXVIII (Retention of Records) of the Consent Decree is incorporated herein by reference.

XXI. STATUTORY PENALTIES

60. Violation of any provision of this Order may subject Respondents to civil penalties of up to twenty-five thousand dollars (\$25,000) per violation per day, as provided in Section 106(b)(1) of CERCLA, 42 U.S.C. § 9606(b)(1). Respondents may also be subject to punitive damages in an amount up to three times the amount of any cost incurred by the United States as a result of such violation, as provided in Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3). In the event Respondents violate this Order or any portion hereof, EPA may carry out the required actions unilaterally, pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, and/or may seek judicial enforcement of this Order pursuant to Section 106 of CERCLA, 42 U.S.C. § 9606.

XXII. RESERVATION OF RIGHTS

61. Except as specifically provided in this Order and the Consent Decree, nothing herein shall limit the power and authority of EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at or from the Site. Further, nothing herein shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Order, from taking other legal or equitable action as it deems appropriate and necessary, or from requiring the Respondents in the future to perform additional activities pursuant to CERCLA, 42 U.S.C. § 9607(a), or any other applicable law.

62. Except as specifically provided by this Order and the Consent Decree, EPA reserves the right to bring an action against Respondents under Section 107 of CERCLA, 42 U.S.C. § 9607, for recovery of any response costs incurred by the United States and not reimbursed by Respondents. This reservation shall include, but is not limited to, past costs, direct costs, indirect costs, the costs of oversight, the costs of compiling the cost documentation to support a cost demand, and accrued interest as provided in § 107 of CERCLA, 42 U.S.C. § 9607.

63. Notwithstanding any other provision of this Order or the Consent Decree, in the event the Respondents fail to perform their obligations pursuant to this Order, EPA may perform the work as provided in CERCLA and the NCP, and seek reimbursement from Respondents for its costs, or seek any other appropriate relief.

64. Notwithstanding any other provision of this Order, the United States hereby

retains all of its information gathering, inspection, and enforcement authorities and rights under CERCLA, RCRA, and any other applicable statutes and regulations.

65. Except insofar as Work is performed in accordance with this Order, this Order does not resolve any claim by any Party, and the Parties expressly agree that it does not effect any release from liability.

XII. MODIFICATIONS

66. Modifications to this Order, or any portion of the Order, may only be made in writing with the consent of EPA and the Respondents.

67. If Respondents seek permission to deviate from any requirement of the SOW, Respondents shall follow the procedures and requirements of the SOW at Section 1.3.10.

68. No informal advice, guidance, suggestion, or comment by EPA regarding Deliverables, reports, plans, specifications, schedules, or any other writing submitted by the Respondents shall relieve the Respondents of their obligation to obtain such formal approval as may be required by this Order, and to comply with all requirements of this Order unless it is formally modified.

XXIII. ADMINISTRATIVE RECORD

69. Upon request by EPA, Respondents shall submit to the EPA Project Coordinator all documents related to the implementation or selection of the Work required pursuant to this Order for possible inclusion in the Administrative Record file.

XXIV. EFFECTIVE DATE AND TERMINATION

70. This Order shall become effective on the later of (1) three (3) days after the Order is signed by the Director of the Hazardous Waste Management Division, Superfund

Programs, Region IX, or 2) seven (7) days after lodging of the Consent Decree.

71. Except as otherwise specified herein, all schedules for performance of ordered activities shall be calculated from this Effective Date.

72. This Order shall terminate on the earlier of: 1) entry of the Consent Decree; or 2) 365 days after lodging of the Consent Decree.

XXV. SEVERABILITY

73. If a court issues an order that invalidates any provision of this Order, Respondents shall remain bound to comply with all provisions of this Order not invalidated.

XXVI. SIGNATORIES

75. Each person signing below certifies that he/she is fully authorized to execute this Order and to bind the party he/she purports to represent to the terms and conditions of this Order.

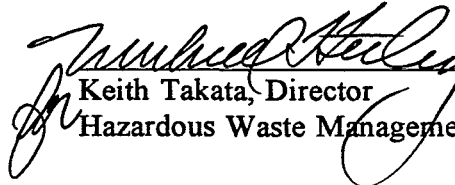
XXVII. COUNTERPARTS

76. This Order may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts together shall constitute one and the same document.

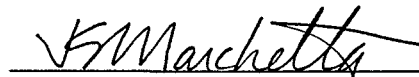
IT IS SO AGREED AND ORDERED:

United States Environmental Protection Agency,
Region IX:

Dated: 9/4/96


Keith Takata, Director
Hazardous Waste Management Division

Dated: 9/3/96


Joanne S. Marchetta
Assistant Regional Counsel

**EXHIBIT B to Region IX AOC 96-11:
LIST OF RESPONDENTS**

ABB Vetco Gray Inc.
Aerochem, Inc.
Aerojet General Corporation
Atlantic Richfield Company (ARCO)
Caspian Inc.
Chevron Corporation
City of Los Angeles
Department of Water & Power of the City of Los Angeles
City of Los Angeles Harbor Department, acting by and through its Board of Harbor
Commissioners
Department of Airports, acting through and on behalf of the City of Los Angeles
City of Oxnard
Clairol, Inc.
Coastal Oil & Gas Corporation
Conoco Inc.
County of Los Angeles
Deutsch Company
The Dow Chemical Company
Everest & Jennings International
Exxon Corporation
Gemini Industries, Inc.
General Dynamics Corporation
General Electric Company
General Motors Corporation
Hughes Aircraft Company, and its subsidiaries
Lever Brothers Company
Lockheed Martin Corporation (merged entity for Lockheed Corporation and Martin Marietta
Corporation)
McDonnell Douglas Corporation
Mobil Oil Corporation
New VICI, Inc. (for Gonzales/Monterey Vineyard)
Northrop Grumman Corporation
Oil & Solvent Process Company, a subsidiary of Chemical Waste Management, Inc.
Pacific Gas & Electric Company
Pacific Offshore Pipeline Company
The Proctor & Gamble Manufacturing Company
Reynolds Metals Company
R.G.G.L. Corporation
Rhone-Poulenc Inc.
Rockwell International Corporation
Rohr, Inc. (formerly Rohr Industries, Inc.)

Romic Environmental Technologies Corporation
Shell Oil Company
Shipley Company, Inc.
Southern California Gas Company
Southern Pacific Transportation Company
Square D Company
Teleflex Incorporated
Texaco Inc.
Todd Pacific Shipyards Corp.
Union Oil Company of California, Inc. dba Unocal
Union Pacific Resources Company
Union Pacific Railroad Company
USPCI for Solvent Service
Zeneca Inc.
Zycon Corporation

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 10th day of July, 1996.

BY: J. Breese
[Print/Type Name] JANICE BREESE

TITLE: DIRECTOR OF LEGAL SERVICES

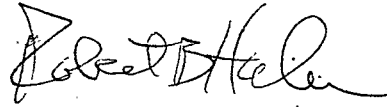
NAME OF RESPONDENT: ABB VETCO GRAY INC.

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 11th day of July, 1996.

BY:

ROBERT B HAHN
[Print/Type Name]



TITLE:

PRESIDENT

NAME OF RESPONDENT: Aerochem, Inc.

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 24th day of June, 1996.

BY: Suzanne L. Phinney
[Print/Type Name]

TITLE: Vice President, Environmental

NAME OF RESPONDENT: Aerojet-General Corporation

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 10 day of July, 1996.

BY:

C. Richard Knowles pag
[Print/Type Name] B152

TITLE:

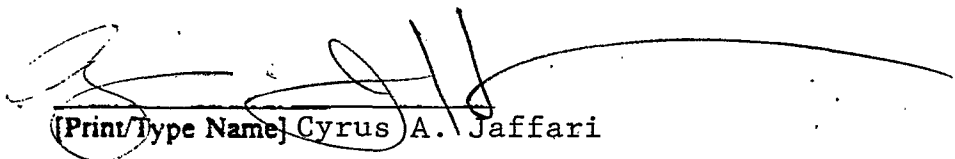
Manager, Environmental Remediation

NAME OF RESPONDENT: Atlantic Richfield Co. (ARCO) R

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 22nd day of July, 1996.

BY:


(Print/Type Name) Cyrus A. Jaffari

TITLE:

President

NAME OF RESPONDENT: Caspian Inc.

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 11th day of July, 1996

BY:

Daniel L. Hemker

[Print/Type Name]

D. Hemker

TITLE:

Senior Superfund Specialist

NAME OF RESPONDENT:

Chevron Chemical Company

Chevron Corporation

Chevron Land & Development Company

Chevron Pipe Line Company

Chevron U.S.A. Inc.

01-0028321

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 16th day of July, 1996.

BY: Dr. Manuel M. Lopez
[Print/Type Name]


TITLE: Mayor

NAME OF RESPONDENT: M. M. Lopez

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 7th day of September, 1996.

BY:


[Print/Type Name] J.T. Swann

TITLE:

V.P.

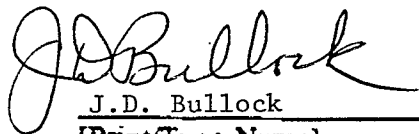
NAME OF RESPONDENT:

CCPIROL Inc.

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 10th day of July, 1996.

BY:



J.D. Bullock

[Print/Type Name]

TITLE:

President - Coastal Oil & Gas Corp.

NAME OF RESPONDENT: Coastal Oil & Gas Corp.

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 19 day of JUNE, 1996.

George C. Rule

BY:

George C. Rule

[Print/Type Name]

TITLE:

Business Development Manager

Exploration Production, North America

NAME OF RESPONDENT: Conoco Inc.

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 9 day of July, 1996.

BY: Carl Deutsch
[Print/Type Name]

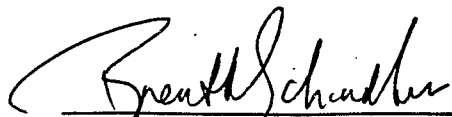
TITLE: President

NAME OF RESPONDENT: Carl Deutsch

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 11th day of July, 1996.

BY:



[Print/Type Name] Brent W. Schindler

TITLE:

Senior Attorney

NAME OF RESPONDENT: The Dow Chemical Company

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 1 day of July, 1996.

BY:



[Print/Type Name]

Timothy W. Evans

TITLE:

VP-CFO

NAME OF RESPONDENT: Everest & Jennings

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 28 day of June, 1996.

BY:

G. T. Theriot RMP
[Print/Type Name] (G. T. Theriot)

TITLE: Environmental & Safety Department Manager

NAME OF RESPONDENT: Exxon Corporation

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 8th day of July, 1996.

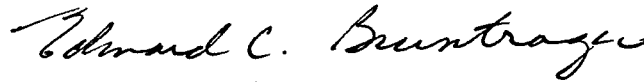
BY: MAHAMOUD ELGUNDY - [Signature]
[Print/Type Name]

TITLE: President

NAME OF RESPONDENT: Gemini Industries, Inc.

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 28th day of June, 1996.



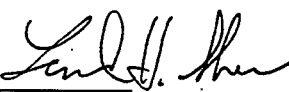
BY: Edward C. Bruntrager
[Print/Type Name]

TITLE: Vice President & General Counsel

NAME OF RESPONDENT: General Dynamics Corporation

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 2 day of JULY, 1996.

BY: LEONARD H. SHEN 
[Print/Type Name]

TITLE: COUNSEL - WESTERN U.S. & PACIFIC RIM REGIONS

NAME OF RESPONDENT: GENERAL ELECTRIC COMPANY

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 24th day of JUNE, 1996.

BY: Don A. Schiemann
[Print/Type Name] DON A. SCHIEMANN

TITLE: ATTORNEY

NAME OF RESPONDENT: GENERAL MOTORS CORPORATION

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 8 day of July, 1996.

BY: Mary Y. Yasui
[Print/Type Name]

TITLE: Chief Financial Officer

NAME OF RESPONDENT: Hughes Research Laboratories, Inc.

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 3 day of July, 1996.



BY: Chuck S. Ream
[Print/Type Name]

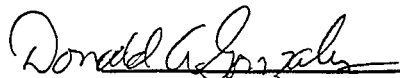
TITLE: Vice President &
Chief Financial Officer

NAME OF RESPONDENT: Hughes Aircraft Company

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 3 day of July, 1996.

BY:



[Print/Type Name]

Donald G. Gonzales for Grant J. Beatson
Treasurer

TITLE:

NAME OF RESPONDENT: Hughes Telecommunications & Space Company

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 27 day of June, 1996.

BY:

Melinda Sweet

[Print/Type Name]

TITLE:

General Counsel and Senior Vice President

NAME OF RESPONDENT:

Melinda Sweet
LEVER BROTHERS COMPANY

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 8th day of July, 1996.

BY: William T. Vinson
[Print/Type Name] William T. Vinson

TITLE: Vice President

NAME OF RESPONDENT: Lockheed Martin Corporation for its former subsidiaries, Lockheed Corporation and Martin Marietta Corporation, and their respective subsidiaries, divisions and affiliates that disposed of waste at the Casmalia Resources Hazardous Waste Management Facility.

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 8 day of July, 1996.

BY:



[Print/Type Name] Dan Summers

TITLE: Assistant General Counsel

NAME OF RESPONDENT: McDonnell Douglas Corporation

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 8 day of July, 1996.

BY:


[Print/Type Name] Dan Summers

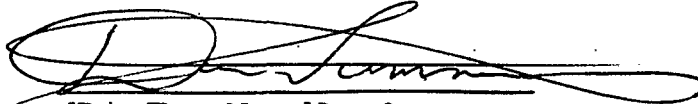
TITLE: Assistant General Counsel

NAME OF RESPONDENT: McDonnell Douglas Helicopter Company

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 8 day of July, 1996.

BY:


[Print/Type Name] Dan Summers

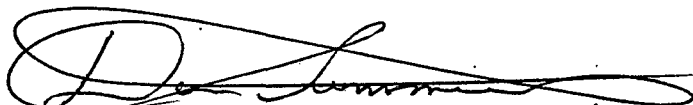
TITLE: Assistant General Counsel

NAME OF RESPONDENT: McDonnell Douglas Realty Company

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 8 day of July, 1996.

BY:



[Print/Type Name] Dan Summers

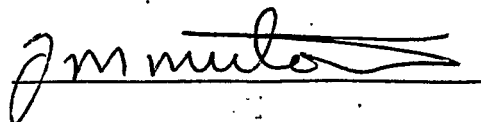
TITLE: Assistant General Counsel

NAME OF RESPONDENT: McDonnell Douglas Technologies, Inc.

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 17th day of July, 1996.

BY:



TITLE: Superfund Response Group Manager

NAME OF RESPONDENT: Tom M. Milton (Mobil Oil Corp)

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 10th day of July, 1996.

BY:

Paul G. Sessler
[Print/Type Name] Paul G. Sessler

TITLE:

President

NAME OF RESPONDENT: New VICI, Inc.

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 2nd day of July, 1996.

BY: Norman L. Sealander
[Print/Type Name]

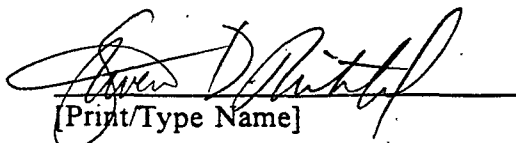
TITLE: Manager, Corporate Environmental Management
Northrop Grumman Corporation

NAME OF RESPONDENT: 

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 12 day of July, 1996.

BY:


[Print/Type Name]

TITLE: Group Remedial Projects Manager

NAME OF RESPONDENT: Oil and Solvent Process Company

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 27th day of June, 1996.

BY:

B. R. Wintz
[Print/Type Name]

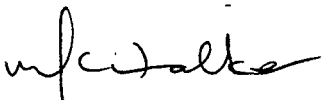
TITLE: Senior Vice President and
General Counsel

NAME OF RESPONDENT: Pacific Gas and Electric Company

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 8th day of July, 1996.

BY:


Michael J. Walker
[Print/Type Name]

TITLE:

Vice President

NAME OF RESPONDENT: PACIFIC OFFSHORE PIPELINE COMPANY

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 2nd day of July, 1996.

BY:

E. G. Nelson
E.G. Nelson

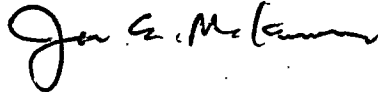
TITLE:

Vice President - Finance

NAME OF RESPONDENT: The Procter & Gamble Manufacturing Company

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 3rd day of July, 1996.



BY: James E. McKinnon
[Print/Type Name]

TITLE: Chief Environmental Counsel

NAME OF RESPONDENT: Reynolds Metals Company

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 19 day of JUNE, 1996.

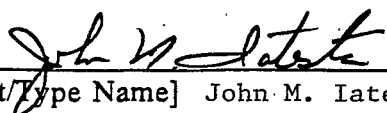
BY: *Gary J. DiSano*
GARY J. DiSANO
[Print/Type Name]

TITLE: VICE PRESIDENT R. G. G. L. CORPORATION

NAME OF RESPONDENT: *Gary J. DiSano*
GARY J. DiSANO
VICE PRESIDENT R. G. G. L. CORPORATION

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 29th day of July, 1996.

BY: 
[Print/Type Name] John M. Iatesta

TITLE: Assistant Secretary

NAME OF RESPONDENT: RHONE-POULENC INC.

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 12th day of September, 1996.

BY:


[Print/Type Name]

John R. Stocker

TITLE:

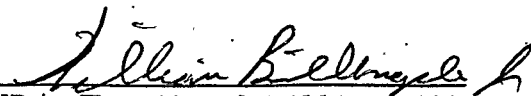
Vice President - Law

NAME OF RESPONDENT: Rockwell International Corporation

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 10th day of July, 1996.

BY:


[Print/Type Name] William Billingslea, Jr.


TITLE: Corporate Counsel & Assistant Secretary

NAME OF RESPONDENT: ROHR, INC., formerly Rohr Industries, Inc.

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 9th day of July, 1996.

BY:

Brad W. Lamont 
[Print/Type Name]

TITLE:

Vice President Administration

NAME OF RESPONDENT: Romic Environmental Technologies Corp.

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 15th day of July, 1996.

BY: Frank R. Fossati
[Print/Type Name]

TITLE: Manager Remediation, HSE - Remediation
Shell Oil Company West

NAME OF RESPONDENT: Shell Oil Company *

* See list of 39 specific Shell affiliates, subsidiaries and related entities ~~on the~~
listed on Appendix D of the Consent Decree
~~attached letter dated 7/8/96, that Shell is~~
entering this agreement, on behalf of.

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 10th day of July, 1996.

BY: 
[Print/Type Name] Richard C. Shipley

TITLE: President

NAME OF RESPONDENT: Shipley Company, Inc.

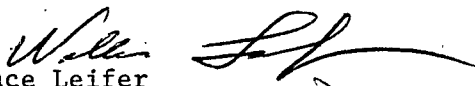
NOTE: Shipley Company, L.L.C. is the successor entity to Shipley Company, Inc. In addition, Rohm & Haas of California Inc. should be listed as an affiliate of Shipley Company, Inc.


W. Bruce MacCrellish
Senior Counsel

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 8th day of July, 1996.

BY:


Wallace Leifer
[Print/Type Name]

TITLE:

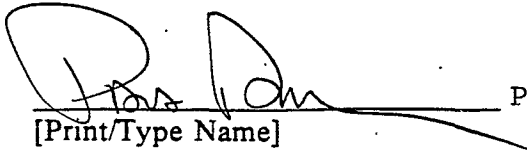
Director of Buildings and Real Estate

NAME OF RESPONDENT: SOUTHERN CALIFORNIA GAS COMPANY

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 1st day of July, 1996.

BY:



Paula Amanda

[Print/Type Name]

TITLE:

Assistant General Attorney

NAME OF RESPONDENT: Southern Pacific Transportation Company

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 2nd day of July, 1996.

BY: Walter W. Kurczewski
[Print/Type Name] Walter W. Kurczewski

TITLE: _____
Vice President

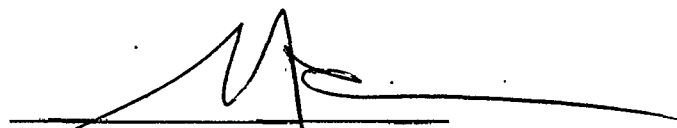
NAME OF RESPONDENT: Square D Company

NOTE: Administrative Order on Consent

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this ____ day of _____, 1996.

BY:


[Print/Type Name] Steven K. Chance

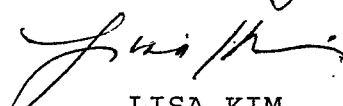
TITLE: Vice President & General Counsel

NAME OF RESPONDENT: Teleflex Incorporated (Talley Corporation)

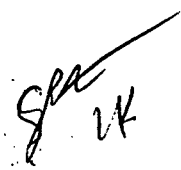
The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 12th day of July, 1996.

BY:



LISA KIM
[Print/Type Name]



TITLE:

ATTORNEY

NAME OF RESPONDENT: TEXACO INC.

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 9 day of July, 1996.

BY:

Michael G. Marsh
[Print/Type Name]

Michael G. Marsh

TITLE:

Secretary and General Counsel

NAME OF RESPONDENT: Todd Pacific Shipyards Corporation

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 9th day of July, 1996.

BY: Robert J. King Jr.
[Print/Type Name]

TITLE: Manager, Superfund Programs

NAME OF RESPONDENT: Union Oil Company of
California d/b/a Unocal

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 7th day of July, 1996.

BY:

Puregro Richard K. Jemison
[Print/Type Name] Richard K. Jemison

TITLE:

General Manager - Real Estate Development &
President - Unocal Land & Development Company

~~AND~~ NAME OF RESPONDENT:

Richard K. Jemison

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 2nd day of July, 1996.

BY: Joseph A. LaSala Jr.
[Print/Type Name]

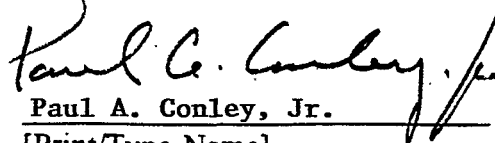
TITLE: Vice-President Law- General Counsel

NAME OF RESPONDENT: Joseph A. LaSala Jr.
Union Pacific Resources

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 8th day of July, 1996.

BY:


Paul A. Conley, Jr.
[Print/Type Name]

TITLE:

Assistant Vice President - Law

NAME OF RESPONDENT:


Union Pacific Railroad Company

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 3rd day of July, 1996.

BY:

BRETT A. HICKMAN
[Print/Type Name]



TITLE:

CORPORATE COUNSEL


NAME OF RESPONDENT:

USPCI (FOR SOLVENT SERVICES)

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 10 day of July, 1996.

BY:



[Print/Type Name] Brian A. Spiller

TITLE:

General Manager, Corporate Environmental Services

NAME OF RESPONDENT: Zeneca Inc.

The undersigned representative of Respondent certifies that (s)/he is fully authorized to enter into the terms and conditions of this Consent Order and to bind the party (s)/he represents to this document.

Agreed this 10 day of JULY, 1996.

BY:

Joseph V. Brechal
[Print/Type Name]

TITLE:

Senior Vice President

NAME OF RESPONDENT:

Zycow Corporation